

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>training presented to them in class. Attempts to access any other Verizon system are strictly prohibited.</p> <p>8.7 Nothing in this Section 8 shall require Verizon to offer non-scheduled user education classes to AT&T except as may be mutually agreed to by the Parties or as otherwise generally offered to other CLECs.</p> <p>9.0 Prices/Rates</p> <p>9.1 AT&T will pay Verizon for access to the Verizon OSS according to the prices set forth in Exhibit A (Pricing Schedule) of this Agreement or as otherwise determined by the Commission.</p> <p>10. Local Account Maintenance</p> <p>In addition to the Local Account Maintenance requirements resulting from the Settlement Agreement described in section 2.8 above, when Verizon is notified by an intraLATA toll or interLATA (or international, where applicable) carrier using a Transaction Code (TC) "01" PIC order record that an AT&T Local Services Customer has changed its intraLATA or interLATA (or international, where applicable) PIC, Verizon shall reject the order and notify the intraLATA toll or interLATA (or international, where applicable) carrier that a CARE PIC record should be sent to AT&T.</p>	

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				<i>Verizon shall notify the intraLATA toll or interLATA (or international, where applicable) carrier by creating a '3148' (for Resold Service or UNE-P orders) or a '3150' (for orders where the number has been ported) reject transaction record, and shall populate the AT&T-provided AT&T Operating Company Code on the reject record sent to the intraLATA toll or interLATA (or international, where applicable) carrier. In response, the intraLATA toll or interLATA (or international, where applicable) provider will redirect the TC01 order to AT&T for processing of the PIC change.</i>	
III-6	Should the Interconnection Agreement include provisions specifying that 1) Verizon shall offer each Network Element individually or as Technically Feasible combinations of network elements, including the combination of all network elements, also known as Network Element Platform; 2) Verizon shall not separate Network Elements that are already combined on Verizon's network unless requested by MCIm and that services provided through combinations of Network Elements or UNE-P will not be disconnected,	Attachment III, Section 2.4 2.4 Verizon shall offer each Network Element individually or as Technically Feasible, logical, and contiguous Combinations of any other Network Element or Network Elements. This includes, but is not limited to, the Combination of all Network Elements, also known as Network Element Platform and Loop/Transport Combinations. Verizon shall not separate Network Elements that are already combined on Verizon's network unless requested by MCIm. Services provided through Combinations of Network Elements	Combinations of elements has been the source of much litigation between CLECs and Verizon. As a result, Verizon's obligations in this area must be clearly spelled out and should not simply be left to references to law or regulations. There seems to be no dispute with Verizon that specific elements that are currently actually combined must not be uncombined. The issue boils down to whether Verizon must provide combinations of elements that, while not currently actually combined, are the type combinations they normally combine and are combinations of	4. Applicable Law 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State [Commonwealth] of [STATE], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws. 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this	Section 251(c)(3) requires Verizon to provide combinations of UNEs "in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service." As to the current legal requirement that Verizon combine UNEs, there is no dispute that Verizon complies with the Commission's Rule 315 as now in effect by providing UNEs to the Petitioners so that they may combine them for service to their customers, as well as by not separating combinations of UNEs already combined. Former Commission Rules 315(c)-(f) imposed an

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	<p>interrupted, or otherwise modified in order for customers to migrate to MCI; 3) Verizon's charge to MCI for any combination may not exceed the TELRIC price for the sum of Network Elements that comprise the combination; and 4) At MCI's request and where Technically Feasible, Verizon shall provide Combinations of Network Elements whether or not those Network Elements are currently combined in Verizon's network.</p> <p><i>Currently Combined. What types of UNE combinations must Verizon provide to AT&T and under what rates, terms and conditions must it provide them?</i></p>	<p>or UNE-P will not be disconnected, interrupted, or otherwise modified in order for customers to migrate to MCI. Verizon's charge to MCI for any Combination may not exceed the TELRIC price for the sum of Network Elements that comprise the Combination. At MCI's request and where Technically Feasible, Verizon shall provide Combinations of Network Elements whether or not those Network Elements were combined in Verizon's network.</p> <p><i>Sections 11.0 – 11.14.4 set forth the contract terms and conditions necessary to support AT&T's position on this issue.</i></p>	<p>elements that they would combine for their own retail operations. WorldCom asserts that Verizon should do so, based on Rule 315(a) and Paragraph 293 of the First Report and Order. Also, WorldCom asserts that basic principles of non-discrimination require Verizon to do for its competitors what it would do for its own retail operations.</p> <p><i>Verizon cannot refuse to provide new combinations of network elements. The Supreme Court's review of the Eighth Circuit's decision invalidating the FCC's Rules 51.315(b) and 51.315(c)-(f) -- that require the incumbent LECs to combine network elements in certain circumstances -- makes it clear that the FCC's Rules on new combinations (Rules 51.315(c)-(f)) are reasonable and the FCC's rationale for adopting them remains valid. These rules implement the requirements of § 251(c)(3) of the Act and are valid under the Supreme Court's construction of this provision in AT&T Corp. v. Iowa Utilities Board – as the Ninth Circuit has held.¹ In this arbitration proceeding, the Commission should hold Verizon responsible for providing new combinations consistent with the Commission's findings and rulings</i></p>	<p>Agreement.</p> <p>4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.</p> <p>4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.</p> <p>4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party</p>	<p>obligation on Verizon to provide new combinations of UNEs upon request. Those rules have been vacated by the Eighth Circuit in Iowa Utilities I and Iowa Utilities II. WorldCom misstates the law when it concludes that Verizon must make new combinations available to it and AT&T simply declares the decisions of the Eighth Circuit to be wrong and requests the Commission to ignore those rulings. The Eighth Circuit's ruling in Iowa Utilities II has been appealed to the United States Supreme Court and certiorari has been granted. The Commission must now await the decision of the Supreme Court, which will decide if Verizon can be ordered to provide new combinations of UNEs. Finally, WorldCom would require that Verizon not charge for a combination in excess of the TELRIC price for the sum of network elements that comprised the combination. Verizon will be proposing in its July 2, 2001 filing in this proceeding a non-recurring charge that recovers the charge of manually handling platform orders that fall out of Verizon's OSS systems and the cost of performing a record change. The concept of charging for these services has been proposed by WorldCom in other proceedings.</p>

¹ *U.S. West Communications v. MFS Intelnet, Inc.*, 193 F.3d 1112 (9th Cir. 1999) cert. denied, 120 S. Ct. 2741 (2000). See also *MCI Telecommunications v. U.S. West*, 204 F.3d 1262, 1268 (9th Cir. 2000).

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			concerning Rule 315 as originally adopted by the Commission.	<p>to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.</p> <p>4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.</p> <p>4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to **CLEC hereunder,</p>	

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				<p>then Verizon may discontinue the provision of any such Service, payment or benefit, and **CLEC shall reimburse Verizon for any payment previously made by Verizon to **CLEC that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to **CLEC of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.</p> <p><u>UNE Attachment</u> 1.4 Notwithstanding any other provision of this Agreement:</p> <p>1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to **CLEC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering,</p>	

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				<p>provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.</p> <p>1.4.2 Verizon shall not be obligated to provide to **CLEC, and **CLEC shall not request from Verizon, access to a proprietary advanced intelligent network service.</p> <p>27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL</p> <p>27.1 Each Party shall remain in compliance with all Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.</p> <p>27.2 Each Party shall reasonably cooperate with the other in obtaining and maintaining any required regulatory approvals for which the Party is responsible in connection with the performance of its obligations under this Agreement.</p> <p>27.3 Each Party covenants and agrees to fully support approval of this Agreement by the Commission or</p>	

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				<p>the FCC under Section 252 of the Act without modification, subject to the rights of the Parties to appeal or challenge arbitrated provisions or arbitration decisions. The Parties also reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission, the FCC or any court rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).</p> <p>27.4 In the event that any legislative, regulatory, judicial or other legal action materially affects any material term of this Agreement or the rights or obligations of either AT&T or Verizon hereunder or the ability of AT&T or Verizon to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. Either Party may request such renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate in good faith such mutually acceptable new or revised terms as may be required. Unless otherwise agreed to by the Parties, if, within ninety (90) days of the receipt of the request for</p>	

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				<p>renegotiation, the Parties have not agreed on mutually acceptable new or revised terms, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.</p> <p>27.5 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of Verizon's application pursuant to Section 271(d) of the Act.</p> <p>Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to AT&T hereunder, then Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to AT&T unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of</p>	

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				<i>such service, in which event such specified period and/or conditions shall apply.</i>	
III-7	<p>Is WorldCom entitled to order combinations of the loop and transport unbundled network elements for the provision of telecommunications services? Can restrictions be placed on the use of unbundled network elements used in the provisions of telecommunications services?</p> <p><i>Service Conversion to UNEs. Does Verizon have the right to place use restrictions on UNEs or UNE Combinations that deny AT&T the ability convert existing services (such as special access) to UNEs or UNE Combinations, to use UNEs and UNE Combinations to provide any service that is technically feasible, or to limit AT&T's ability to connect a UNE or UNE Combination to other services, such as the retail and wholesale offerings of Verizon?</i></p>	<p>Attachment III, Sections 2.4 et seq.</p> <p>2.4 Verizon shall offer each Network Element individually or as Technically Feasible, logical, and contiguous Combinations of any other Network Element or Network Elements. This includes, but is not limited to, the Combination of all Network Elements, also known as Network Element Platform and Loop/Transport Combinations. Verizon shall not separate Network Elements that are already combined on Verizon's network unless requested by MCIIm. Services provided through Combinations of Network Elements or UNE-P will not be disconnected, interrupted, or otherwise modified in order for customers to migrate to MCIIm. Verizon's charge to MCIIm for any Combination may not exceed the TELRIC price for the sum of Network Elements that comprise the Combination. At MCIIm's request and where Technically Feasible, Verizon shall provide Combinations of Network Elements whether or not those Network Elements were combined in Verizon's network.</p> <p>2.4.1 Verizon's provision of Loop/Transport Combinations must comply with the following requirements:</p>	<p>Under Section 251(c)(3) of the Act, WorldCom is entitled to lease combinations of loops and transport (also known as "EELs") without restriction, provided that those combinations are used in the provision of telecommunications services. Current restrictions on the use of unbundled network elements as a substitute for special access are illegal. Further, to the extent such restrictions were based on concern for universal service, there has been no showing that such a concern is supported by the facts. Lastly, to the extent restrictions are lawful or otherwise supported, the current implementation of those limitations is overly restrictive in that it precludes the use of EELs in cases where usage is predominately local. (See Petition for Waiver filed by WorldCom on September 12, 2000.)</p> <p>In addition, with respect to "new" combinations, Verizon should not be able to prohibit the use of EELs (or other combinations of elements) if it is the type of combination that ordinarily occurs in Verizon's network or if it is a combination that Verizon would perform for its retail operations.</p> <p><i>Verizon should be required to provide the conversion of special access to</i></p>	<p>UNE Attachment</p> <p>1.1 Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.</p> <p><i>11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops</i></p> <p><i>The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W</i></p>	<p>The Commission issued its Supplemental Order on November 24, 1999 to its UNE Remand Order. The Supplemental Order temporarily constrained carriers from substituting entrance facilities in combinations of unbundled loops and dedicated interoffice transport network elements for the ILECs' special access services. In that Supplemental Order, the Commission allowed CLECs to convert special access services to UNE rates <u>only</u> if the CLEC provides a significant amount of local exchange service on the facilities. The Commission was concerned that carriers providing exchange access service would be able to arbitrage access rates and harm universal service funding. The Commission issued its Supplemental Order Clarification on June 2, 2000, which "extended and clarified" its Supplemental Order and defined more specifically what "constitutes a significant amount of local usage." See Supplemental Order Clarification ¶ 22. As this is the current applicable law, Verizon complies with these pronouncements of the Commission.</p>

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		<p>2.4.1.1 The Loop/Transport Combination must provide completed end-to-end cross connection of the channels designated by MCI.</p> <p>2.4.1.2 The Loop/Transport Combination must provide multiplexing or concentration (at MCI's request), format conversion, signaling conversion, and through-testing consistent with the underlying capabilities of the equipment deployed in the Verizon network.</p> <p>2.4.2 With respect to Loop/Transport Combinations, MCI will be responsible for all channel facility assignment (CFA).</p> <p>2.4.3 Verizon may only perform maintenance on Loop/Transport Combinations at MCI's direction.</p> <p>2.4.4 Without requiring MCI to collocate at all or particular Verizon serving wire centers, MCI may provide its own, or request Verizon to provide, either multiplexing/concentration or digital cross connection equipment with any Loop/Transport Combination. Types of this Combination include, but are not limited to, Combinations of (i) DS1 Transport and DS0 Loops and (ii) DS3 Transport and DS1 Loops.</p>	<p><i>UNE configurations on a bulk basis because the pent-up demand for such conversion is largely a result of Verizon's own intransigence. In the ordinary course of business, once use restrictions are lifted and conversions are permitted, AT&T will not order special access when it can order UNEs or UNE combinations to provide any telecommunications service. Verizon, however, has no interest in expediting special access reconfigurations to UNE pricing, because the longer the facilities and equipment continue to be billed at special access rates instead of UNE rates the greater Verizon's unearned windfall. Thus, Verizon has insisted upon an inefficient conversion process that requires AT&T to submit individual orders for each separate line being converted. AT&T wishes to expedite the conversion process from special access services to UNE combinations and to minimize the burden on both AT&T and Verizon. There are hundreds of these conversions pending. For this reason, AT&T proposes to consolidate all conversion orders into one "project" order that would be worked in a coordinated manner with Verizon. The Commission should require Verizon to implement such a coordinated process.</i></p>	<p><i>Loop"s) to be provided by Verizon to AT&T.</i></p> <p>11.9.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.</p> <p>11.9.2 AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New</p>	

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		Section 11.13 sets forth the contract terms and conditions necessary to support AT&T's position on the issues.		<p>Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.</p> <p><i>11.9.3 AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.</i></p> <p><i>11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall</i></p>	

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				<p>differ by at least eight (8) hours, unless otherwise agreed to by the Parties.</p> <p>11.9.4.1 <i>If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:</i></p> <p>(i) <i>If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and</i></p> <p>(ii) <i>If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.</i></p> <p>11.9.5 <i>If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable,</i></p>	

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				<p>Verizon and AT&T will reschedule and, upon request from AT&T, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</p> <p>11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.</p> <p>11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").</p> <p>11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (<u>e.g.</u> overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.</p> <p>11.9.9 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble</p>	

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				<p><i>ticket[s] to initiate a request for repair.</i></p> <p>11.9.10 <i>If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.</i></p>	
III-7-a	Where AT&T requests that existing services be replaced by UNEs and/or UNE Combinations, may Verizon physically disconnect, separate, alter or change in any other fashion the equipment or facilities that are used, without AT&T's consent?	<i>Section 11 sets forth the contract terms and conditions necessary to support AT&T's position on the issues.</i>	<p><i>As a general matter, when any existing special access service employed by AT&T is replaced with UNEs or UNE combinations, Verizon should not physically disconnect, separate, alter or change in any other fashion the equipment and facilities employed to provide the service being replaced, except at the request of AT&T. In almost all instances there is no technical or other legitimate reason to do so, because the special access services and the UNE combinations are physically identical. They provide the same functions using the same facilities and carry the same traffic to the same customers. The conversion should be a relatively simple change to the billing, from special access to UNE combinations. Thus, the only reason for Verizon to disconnect the elements is to delay or derail the transition from special access to UNE combinations.</i></p>	<p>11.9 <i>Conversion of Live Telephone Exchange Service to Analog 2W Loops</i></p> <p><i>The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.</i></p> <p>11.9.1 <i>Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.</i></p> <p>11.9.2 <i>AT&T shall request Analog 2W Loops for coordinated cutover</i></p>	<p>AT&T's position ignores reality. It is often necessary for Verizon to disconnect or alter equipment or facilities in order to complete a WorldCom request for UNEs. For example, where an end user is served over an integrated digital loop carrier ("IDLC") and WorldCom orders a UNE loop to serve that customer, Verizon will need to provide a different loop to serve that customer. Another example in which some interruption might occur is during a "hot cut" where a "live" Verizon customer is cut over to a CLEC. Thus, AT&T's proposal, that services absolutely will not be disconnected, interrupted or otherwise modified in order for customers to migrate to AT&T, must be rejected.</p>

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				<p>from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.</p> <p>11.9.3 AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T</p>	

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				<p>and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.</p> <p>11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.</p> <p>11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:</p> <p>(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled</p>	

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				<p><i>Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and</i></p> <p>(ii) <i>If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.</i></p> <p>11.9.5 <i>If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and, upon request from AT&T, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</i></p> <p>11.9.6 <i>The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.</i></p>	

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				<p><i>11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").</i></p> <p><i>11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.</i></p> <p><i>11.9.9 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.</i></p> <p><i>11.9.10 If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.</i></p>	
III-7-b	Must Verizon implement an ordering process that enables AT&T to place a bulk order for the conversion of services to UNEs or UNE Combinations?	<i>Section 11.9 et seq., sets forth the contract terms and conditions necessary to support AT&T's position on the issues.</i>	<i>Verizon should be required to provide the conversion of special access to UNE configurations on a bulk basis because the pent-up demand for such conversion is largely a result of Verizon's own intransigence. In the ordinary course of business, once use</i>	<p><i>11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops</i></p> <p><i>The following coordination procedures shall apply to "live" cutovers of Verizon Customers who</i></p>	AT&T Subissue III-7-b requests that the Commission require Verizon to implement a specific ordering process for AT&T to place bulk orders for the conversion of services to UNEs or UNE combinations. Verizon will not develop special ordering processes for

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			<p>restrictions are lifted and conversions are permitted, AT&T will not order special access when it can order UNEs or UNE combinations to provide any telecommunications service. Verizon, however, has no interest in expediting special access reconfigurations to UNE pricing, because the longer the facilities and equipment continue to be billed at special access rates instead of UNE rates the greater Verizon's unearned windfall. Thus, Verizon has insisted upon an inefficient conversion process that requires AT&T to submit individual orders for each separate line being converted. AT&T wishes to expedite the conversion process from special access services to UNE combinations and to minimize the burden on both AT&T and Verizon. There are hundreds of these conversions pending. For this reason, AT&T proposes to consolidate all conversion orders into one "project" order that would be worked in a coordinated manner with Verizon. The Commission should require Verizon to implement such a coordinated process.</p>	<p>are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.</p> <p>11.9.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.</p> <p>11.9.2 AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center</p>	<p>AT&T since it has developed processes that apply industry-wide to facilitate the ordering by all CLECs for conversions of special access services to loop-transport combinations. Verizon has posted conversion guidelines on its website.</p>

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				<p>("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.</p> <p>11.9.3 AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.</p> <p>11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion</p>	

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				<p><i>Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.</i></p> <p>11.9.4.1 <i>If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:</i></p> <p style="padding-left: 40px;">(i) <i>If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and</i></p> <p style="padding-left: 40px;">(ii) <i>If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.</i></p> <p>11.9.5 <i>If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge</i></p>	

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				<p>shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and, upon request from AT&T, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</p> <p>11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.</p> <p>11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").</p> <p>11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (<i>e.g.</i> overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.</p> <p>11.9.9 After receiving notification</p>	

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				<p>of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.</p> <p>11.9.10 If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.</p>	
III-7-c	Should AT&T be bound by termination liability provisions in Verizon's contracts or tariffs if it converts a service purchased pursuant to such contract or tariff to UNEs or UNE Combinations?	Section 11 sets forth the contract terms and conditions necessary to support AT&T's position on the issues.	<p>AT&T purchased many of the special access services that it seeks to convert to UNE combinations under duress after the passage of the 1996 Act, because that was the only option available. Despite the passage of the Act, Verizon refused to sell UNE combinations for AT&T services such as AT&T Digital Link ("ADL") whose lines combined local and long distance traffic. Thus, AT&T was faced with the Hobson's choice to either forego the business and cease serving customers, or pay Verizon's inflated special access charges. AT&T chose the latter. In contrast to UNEs, which are at least arguably cost-based, special access is priced considerably above any reasonable approximation of cost. Therefore AT&T has been over-paying for the services -- and Verizon has been receiving an unjustified windfall -- for many years.</p> <p>After years of litigation spawned by</p>	<p>11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops</p> <p>The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.</p> <p>11.9.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new</p>	AT&T Subissue III-7-c requests the Commission to exempt AT&T from termination liability provisions in Verizon's contracts or tariffs if it converts a service pursuant to such a contract or tariff to UNEs or UNE combinations. Verizon objects to this proposal and the Commission has already stated its support for the imposition of liability when existing arrangements are abrogated. UNE Remand Order fn. 985. The tariff termination liabilities are designed to make Verizon whole if the services are cancelled prematurely and AT&T's proposal, on its face, asks for discriminatory--nonparity--treatment and should not be adopted.

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			<p>the ILECs, (notably including Verizon), it is now clear even to Verizon that UNE combinations must be provided under the law. The term plans under which AT&T contracted for many of the special access services sought to be converted are essentially contracts of adhesion, because AT&T had no real choice in the matter. Verizon should not be rewarded for its own intransigence. Consequently, AT&T should not be held to the termination liabilities that Verizon has unilaterally imposed by tariff or contract. This is the minimum remedy that AT&T should receive considering years of being overcharged by Verizon for special access and the costs of litigating this issue.</p>	<p>installation subject to applicable standard provisioning intervals.</p> <p>11.9.2 AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.</p> <p>11.9.3 AT&T shall provide dial tone at the AT&T Collocation site</p>	

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				<p>prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.</p> <p>11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.</p> <p>11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:</p>	

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